

DISTRICT OF COLUMBIA GOVERNMENT

**PERSONNEL EXCHANGE AGREEMENT
(D.C. Official Code § 1-627.01 *et seq.*)**

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment of personnel under the provisions of D.C. Official Code § 1-627.01 *et. seq.* and Chapter 27, Temporary Assignment of Personnel, of the D.C. personnel regulations. An agreement must be executed prior to commencing each assignment, and must contain the signature of the Director of Personnel concurring in the assignment.

For the purposes of this agreement, the term "Non-District" means agencies of federal, state, or local governments, institutions of higher education, or private sector organizations.

Each signatory to this agreement is to retain copies of the completed and signed agreement.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to the:

Director of Personnel
D.C. Office of Personnel
441 4th Street, N.W., Suite 300S
Washington, DC 20001

In the case of an individual assigned to a District agency to perform the duties of an attorney in any position classified as part of series 905, the following language must be added to the agreement:

"The incumbent shall be subject to the provisions of § 885 of the Legal Services Act (D.C. Official Code § 1-608.55) and its implementing regulations, regarding the supervision and evaluation of series 905 attorneys within the District government."

Procedural questions on completing the personnel exchange agreement form should be addressed to either the Agency HR Advisor or to staff in the D.C. Office of Personnel.

PART I – NATURE OF THE PERSONNEL EXCHANGE AGREEMENT

New Agreement

Modification

Extension

PART II – INFORMATION ON PARTICIPATING EMPLOYEE

PART III – PARTIES TO THE AGREEMENT

Name (Last, first, middle) Social Security No.

District Agency (List office, bureau or organizational unit which is party to the agreement)

Home Address (Street, City, State, ZIP code)

Non-District Agency (Identify the Non-District Agency fully)

PART IV – POSITION DATA

Position Currently Held

Employment Office Name and Address (Building, Street, City State and Zip code)

Immediate Supervisor (Name and title)

Title of Position

Office Phone No. (Area Code)

Type of Current Appointment

Federal Employees (Check appropriate box)

Non-District Employees

Career Competitive

Other (Specify)

Original Date employed by:

Indicate Grade Level:

Position to Which Temporary Assignment Will be Made

Employment Office Name and Address (Building, Street, City State and Zip Code)

Immediate Supervisor (Name and title)

Title of Position

Office Phone No. (Area Code)

PART V – TYPE OF ASSIGNMENT

On detail from a:

On detail to a District Agency

On leave without pay from a District Agency

On appointment in an Agency

Period of Assignment

From (Month, day, year):

To (Month, day, year):

PART VI – REASON FOR TEMPORARY ASSIGNMENT

Indicate the reasons for this temporary assignment and state how the work will benefit the participating entities.

PART VII – DUTIES AND RESPONSIBILITIES WHILE ON TEMPORARY ASSIGNMENT

List the major duties and responsibilities to be performed while on the temporary assignment. If available, attach an accurate current description of the position being filled through this agreement.

PART VIII – EMPLOYEE BENEFITS

Basic Pay Rate

Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period.)

Leave Provisions (indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for requesting, reporting and recording such leave)

PART IX – FINANCIAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent. In the case of the assignment of a private sector employee to the District government, specify the terms and conditions for the payment or the reimbursement of salary, fringe benefits and, if appropriate, general and administrative costs. (See § 2702 of the D.C. personnel regulations.)

D.C. Agency Obligations

Non-District Agency Obligations

PART X – APPLICABILITY OF REGULATIONS AND POLICIES

Yes, the regulations and policies governing the internal operation and management of the agency to which the assignment is made under this agreement will be observed by the assigned employee.

Yes, with exceptions attached.

Assignee has been informed that the assignment may be terminated at any time at the option of the District government agency or Non-District agency.

Assignee has been informed that any travel and transportation expenses covered from District agency appropriations may be recoverable as a debt due the District government if he/she does not agree until the completion of his/her assignment (unless terminated by either employer) or one year, whichever is shorter.

Assignee has been informed of applicable provisions should his/her position with his/her permanent employer become subject to a reduction-in-force procedure.

PART XI – CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

Applicable District government and Non-District conflict of interest laws have been reviewed with the employee to assure that conflict of interest situations do not inadvertently occur during this assignment.

The employee has been notified of laws, regulations, and policies on employee conduct which may apply to him/her while on this assignment.

PART XII – OPTIONS AND/OR ENTITLEMENTS

Indicate coverage or "N.A." if not applicable

Federal Employees Group Life Insurance

Covered N.A.

Federal Government Retirement

Covered N.A.

Federal Government Health Benefits

Covered N.A.

Non-District agency benefits (indicate all employee benefits that will be retained by the State or local agency for the employee being assigned to a District agency. Also include a statement certifying coverage in all Non-District employee benefit programs that are elected by the District employee on leave without pay from the District agency to an Non-District agency.)

Other Benefits (indicate any other employee benefits to be made part of this agreement).

PART XIII – TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

Indicate (1) whether the District agency or Non-District agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 27 of the D. C. personnel regulations, and (2) which travel and relocation expenses will be included.

PART XIV – APPROVALS AND CERTIFICATION

Assigned Employee's Statement

I, _____, understand the terms of this agreement providing for my assignment to the position of

_____ at (location) _____

_____ from (date) _____ to _____.

Signature of Assigned Employee

Date

Certification of Approving Officials

In signing this agreement, it is certified that:

- > The written determination and findings pursuant to § 2702 of the D.C. personnel regulations has been completed and appropriately certified (applicable only to an agreement to assign a private sector employee to a District agency).
- > The description of duties and responsibilities is current and fully and accurately describes those of the participating employee;
- > This temporary assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit; and
- > At the completion of the assignment, the participating employee will return to the position he or she occupied prior to entering into this agreement, or to a position of like seniority, status and pay.

District Agency	Non-District Agency/Organization
Signature of Authorizing District government Official	Signature of Authorizing non-District Official
Date	Date
Name and Title (Print)	Name and Title (Print)

Concurrence of the Director of Personnel:

Signature

Date

AUTHORITY

Title XXVII of D.C. Law 2-139 (D.C. Official Code § 1-627.01 *et. seq.*) authorizes the temporary assignment of employees between the District and other federal, state, or local governments, institutions of higher education, or private sector organizations. The Personnel Exchange Agreement (D.C. Standard Form 69) was developed to document each temporary assignment and become the permanent record of the temporary assignment.

PURPOSES AND USES

The principal purpose of the Personnel Exchange Agreement is to formally document the temporary assignment of an employee between a District government agency and other organizations. The Personnel Exchange Agreement also establishes the legal basis for personnel and financial transactions which facilitate these temporary assignments. In addition, the Personnel Exchange Agreement provides statistical data on these programs, which may be furnished (without the employee's personal identification) to the Council of the District of Columbia, federal agencies, Congress, or other interested parties or individuals pursuant to the Freedom of Information Act, or other requests for information.

EFFECTS OF NONDISCLOSURE

The personal information required to complete a Personnel Exchange Agreement under Title XXVII of D.C. Law 2-139 (D.C. Official Code, § 1-627.01 *et. seq.*) is furnished voluntarily by the individual being temporarily assigned under this agreement. The only consequence of not providing the requested information is the self-elimination by the individual for consideration for such an assignment.

DISCLOSURE OF PERSONNEL INFORMATION**D.C. Official Code § 1-631.03**

It is the policy of the District government to make personnel information in its possession or under its control available upon request to appropriate personnel and law enforcement authorities, except when such disclosure would constitute an unwarranted invasion of personal privacy or is prohibited under the law or rules and regulations issued pursuant thereto.